

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

**JOHN HENDRICKSON, individually
and on behalf of all others similarly
situated,**

Plaintiff,

V.

**JARED HALL and
RYAN SETTY-O'CONNOR,**

Defendants.

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No. 3:22-cv-02930-S

Collective Action under 29 U.S.C. § 216(b)

JURY DEMANDED

DECLARATION OF RILEY KISER

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct:

1. My name is Riley Kiser. I signed a written consent form to participate in this lawsuit.
2. I am over the age of 18, and I am competent to make this declaration. The facts stated in this declaration are within my personal knowledge and they are true and correct.
3. I was employed by Defendants Jared Hall and Ryan Setty-O'Connor as a project and construction coordinator from August 29, 2022, to November 23, 2022.
4. During my employment, Defendants controlled virtually all aspects of my work and pay. As co-owners, they hired me and ultimately communicated to me that the company was closing and I no longer had a job. They told me when to show up for work and where. They assigned me work and I was required to adhere to the schedule that they assigned me. Defendants dictated the terms and conditions of my employment as well as how much I was to be paid.
5. Defendants paid me a salary of \$55,000 per year, or roughly \$1,057.69 per week, that was intended to compensate me for working 40 hours in a workweek.

6. I regularly worked six or seven days per week, including nights and weekends, for an average of 60 hours per week. And although I was paid a salary, I was not paid an overtime premium of at least one-and-one-half times my regular rate of pay for hours worked in a workweek over 40.

7. Defendants never paid me (or any other employee) my last paycheck, covering two weeks of work. Based on previous paychecks I received, that check should have been approximately \$2,115.38.

8. I have calculated based on the best information available to me that I worked at least 260 overtime hours during my employment for Defendants without being paid an overtime premium. This is based on approximately 20 overtime hours worked each week and approximately 13 weeks of employment.

9. Dividing my \$1,057.69 weekly salary by 40 hours results in a regular rate of \$26.44 per hour. The overtime rate is \$39.66. Multiplying the overtime rate by 20 (the average number of overtime hours worked each week) results in an average weekly back pay amount of \$793.20. I was employed by Defendants for approximately 13 weeks, so multiplying \$793.20 by 13 weeks equals \$10,311.60 in unpaid overtime wages.

10. When all of the damages that I am owed in this lawsuit (including final paycheck plus overtime pay and an equal amount of liquidated damages) are added together, the total amount that I am owed is \$22,738.58, excluding attorney fees, costs, and interest.

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct. Executed on Apr 25, 2023.

Riley Kiser
Riley Kiser (Apr 25, 2023 12:23 CDT)
Riley Kiser